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NEW DELHI, SATURDAY, FEBRUARY 17, 1968 (MAGHA 28, 1889)

इस जाग में जिल्ल पुष्ठ संस्था वी जाती है जिसले कि यह सलग संकलन के रूप में रखा जा सके Separate paging is given to this Part in order that it may be filed as a separate compliation

चाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी तंस्वाधों के विज्ञापन धौर सूचमाएं
Advertisements and Notices by Private Individuals and Private Bodies

व अवालत सब जज समस्तीपुर

मो० त० 34 सन् 1966 मातफरका जगदीण प्रसाद सायल बनाम

जसवन्त कुमार चौधरी वगैरह मसिउल अलेह

नोटिस बनाम फर्म तनुनलाल सरदारी मल कैप एण्ड क्लोय मर्चेन्ट दरीबा कलां चान्दनी चौक देहस्रो आगाह किया जाता है कि उपरोक्त सायल ने उपरोक्त मोकदमा हसबदफा 47 सी॰ पी॰ सीं रेड विध और 21 रूल 50 सीं पीं सीं दायर किया है जिस में फर्म तनुलाल सरदारी मल कैप एण्ड क्लोथ मर्चन्ड दरीया कला चान्दनी चौक देहलो फरीक दोयम हैं अगर फरीक दोयम को कोई उजुर मोकदमा हाजामें हो तो बोह असालतन खाह वकालतन ता 27-3-1968 मोकररे अदालत पर हाजिर होकर पेस करें नहीं तो एकतरफा सुनवाई गैरहाजरी में उनके होगी।

रवीन्द्र कुमार घोष, सबजज, समस्तीपुर (बिहार)

NOTIFICATION BY THE EAST INDIA COTTON ASSOCIATION LTD., BOMBAY.

The approval of the Secretary, Forward Markets Commission under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification S.O. 1162 dated the 4th May 1960 has been obtained on the 22nd November 1967 to the following amendments made to the Bye-laws of the East India Cotton Association Ltd., Bombay, the same having been previously placed on the notice board of the Exchange under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules 1954.

AMENDMENTS

That the Bye-laws of the Association be altered in the manner following:

- 1. For the existing Bye-law 32A, the following shall be substituted, viz:—
 - "On or about the due date of the T.S.D. Contracts, the Board shall fix and register the spot rates for the descriptions of cottons permitted for such trading, for the due date."

II. In By law 34A(1)-

The following new sub-clause (e) shall be added after sub clause (d):---

"(e) value of cotton awarded as country damaged, watered or water packed, false or fraudulently packed, or containing extraneous matters etc."

(29)

III. In By-law 36-

- (a) For the existing clause (2) the following shall be substituted, namely:—
- "(2) For the purpose of clause (1) herein the quality dispute shall also include disputes relating to—
 - (a) country damaged cotton;
 - (b) presence of extraneous matters including oilstains in the bales not noticeable or visible in the customary examination;
 - (c) false or fraudulently packed cotton;
 - (d) watered or water-packed cotton."

Explanation:—

- (1) Watered or water packed cotton shall mean and include cotton in a bale that has been penetrated by water during or in pre-baling process causing damage to the fibre.
- (2) Extraneous matters shall be deemed to include any substance or matter not found in grade standards appropriate to the variety, including without prejudice to the generality of the premises, grass, cotton waste, fly, sand, dust, oil, whole or crushed seeds, stems etc.
- (b) In clause (3)-

For the words "country damaged cotton" the words "disputes referred to in clause (2) above" shall be substituted.

(c) In clauses (4) and (5) :-

The words "clause (1) of" shall be deleted.

- (d) In clause (6) :-
 - (i) The following words namely:--

"whether such arbitration be under clause (1) or clause (2) hereof",

shall be deleted.

- (ii) The words "made in an arbitration under clause (1) hereof" shall be deleted.
- (iii) The last paragraph, namely-

"Such an appeal from an award in an arbitration under clause (2) hereof shall lie to an Appeal Committee on Country Damage which shall consist of five members who shall from time to time be appointed by the Board. Every decision of the Appeal Committee shall in the event of their not being unanimous, be by a majority vote and three members of such Appeal Committee shall form a quorum."

shall be deleted.

1V. In By-law 38-

- (a) The present clause "(E)(i)" shall be re-numbered as Clause "(E)";
- (b) The present clause "(E)(ii)" shall be deleted.
- (c) In clause (F), para two, the words—

"or the Special Appeal Committee"

shall be deleted.

- (d) For the existing clause "(G)", the following shall be substituted.
 - "(G) The award made by the Board shall be in writing and shall be signed on behalf of the Board by the Chairman of the meeting or meetings of the Board at which the Appeal was heard and by no other member and shall be countersigned by the Secretary."

V. In By-law 39-

The words "to country damage and to false or fraudulent packing" appearing in the brackets shall be deleted.

VI. In By-law 41-

- (a) In clause (a) (ii)---
 - The words "in respect of country damaged cotton" shall be deleted.

- (ii) The sentence "In the event of an umpire being called in, his fee shall be one-half of the fees so payable and shall be borne by the arbitrators in equal shares" shall be deleted.
- (b) In clause (c)(ii)—

The words "or the Special Appeal Committee" shall be deleted.

VII. In By-law 44(1)-

The words "under clause (2) of By-law 36 or" shall be deleted.

VIII. In By-law 44B(2)-

For the words "the Board and the Special Appeal Committee", the words "and the Board" shall be substituted.

IX. In By-laws 61(1) and 73(1)—

For the words "fraudulently packed" the following shall be substituted, namely:—

"false or fraudulently packed, or is awarded an allowance exceeding 1½% on the ground of its being watered or water-packed cotton or containing extraneous matters."

- X. In By-law 103-
 - (a) For the words-

"and if the arbitration is under By-law 36(1) shall have so intimated to the Secretary or if the arbitration is under By-law 36(2) shall have so intimated to the arbitrators"

the following shall be substituted:-

"and shall have so stated in the arbitration applica-

(b) The following new paragraph and the caption shall be added at the end of para 1:—

Cotton containing extraneous matters etc.

"If, at the time of weighment, any bales are found to contain extraneous matters or watered or waterpacked cotton, the buyer shall have a right to reject such bales which are declared by the final award to be so to the extent of more than 1½% per bale but he shall weigh and take over the balance with the allowance awarded, provided that if the buyer when demanding such arbitration shall have called for a full allowance, he shall be obliged to take all the bales with the allowance awarded."

(c) The following paragraph shall be deleted:—

"The provisions of By-law 36 relating to arbitrations on quality shall apply so far as applicable to arbitrations under this Section also, except that there shall be no restriction on the hour of commencing the arbitration."

- (d) In the note at the end-
- For the words "damage", the following words shall be substituted, namely:—

"damage by mud, water, and etc."

XI. In By-law 86:

Para 1 shall be substituted by the following: -

"The seller when issuing delivery order shall indicate therein the press marks of the cotton, press running numbers of bales and the number or name of the godown or jaitha, if any, to identify the godown or jaitha in which the cotton is lying, the contract price or the rate of the last settlement (if any) and the day on which the right to hold an arbitration on the cotton will expire."

XII, Forms :-

In Forms 5, 6, 5A and 6A given in Appendix to the Bylaws, the column with the heading "Other marks on the bales, if any" shall be deleted. XIII. In By-law 198:

The following sentence appearing at the end in the third paragraph shall be deleted:—

"Notwithstanding anything hereinbefore contained such an appeal may be lodged with the Appeal Board of the Liverpool Cotton Association, Liverpool or with Osaka Cotton Arbitration Board, Osaka or with Bremer Baumwolborse at Bremen, or with the Cotton Association at Milan until 31st July 1963, provided parties have agreed to such a term at the time of entering into contract."

Dated: 22nd November 1967.

D. G. DAMLE

Secretary

The East India Cotton Association Ltd.

Bombay

CORRIGENDUM

Read 'MANOHAR SAKHARAM GIJAWANEKAR' instead of 'MANOHAR SAKHARAM GIJAWANKAR' printed in the 5th/6th lines of the 5th advertisement at page 159 of the Gazette of India, Part IV, dated 23-9-67.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER Manager of Publications

CHANGE OF NAMES

I, hitherto known as SHEO KUMAR PRASAD son of Shri LALLU PRASAD CHATURVEDI, employed as T.U.D.C. in PAO (ORs), The R.R.C., Fatehgarh (U.P.) (Defence Accounts Department), residing at Village Bagheri, P.O. Ajgain, Distt. Unnao (U.P.), have changed my name and shall hereafter be known as SHEO KUMAR CHATURVEDI.

It is certified that I have complied with other legal requirements in this connection.

SHEO KUMAR PRASAD (Sd. in existing name)

I, hitherto known as SOM NATH RAM son of Shri BASANT RAM, employed as Sorter in R.M.S. (A) Dn. at Kanpur, residing at 9/20, Dhakna Purwa, Kanpur, have changed my name and shall hereafter be known as SOM NATH GUPTA.

It is certified that I have complied with other legal requirements in this connection.

SOM NATH RAM (Sd. in existing name)

I, hitherto known as GAJANAN PUNJAJI UGAL-MUGLE son of Shri PUNJAJI RAMA UGALMUGLE, employed as Peon in Central Telegraph Office, Bombay-1/BR, residing at Devisahi Hariprasad Chawl No. 5, Room No. 1, Arthur Road, Tardeo, Bombay-34, have changed my name and shall hereafter be known as GAJANAN PUNJAJI UGALE.

It is certified that I have complied with other legal requirements in this connection.

G. P. UGALMUGLE (Sd. in existing name)

I, hitherto known as BANSH RAJ HARIJAN son of Shri RAM JATAN HARIJAN, employed as Sorter, S.R.O., Kanpur in (R.M.S., Kanpur), residing at 454, Meerpur Cantt., Kanpur-4, have changed my name and shall hereafter be known as ANIL KUMAR BHARATI.

It is certified that I have complied with other legal requirements in this connection.

BANSH RAJ HARIJAN (Sd. in existing name)

I, hitherto known as GAJJAR MERU son of Shri KARAMSHI, employed as Sorter R.M.S. Rj. Dn. in Gujarat Postal Circle, have changed my name and shall hereafter be known as TAPUBHAI KARAMSHI GORAWADIA.

It is certified that I have complied with other legal requirements in this connection.

M. K. GAJJAR (Sd. in existing name)

I, hitherto known as GULZARA RAM son of Shri BULLOO RAM, employed as Computor in Labour Burcau, Simla-4, have changed my name and shall hereafter be known as GULZAR SINGH SAHOTA.

It is certified that I have complied with other legal requirements in this connection.

GULZARA RAM (Sd. in existing name)

I, hitherto known as GOVINDAN NALINAKSHAN son of Late M. GOVINDAN, employed as Typist in the office of the Deputy Chief Engineer (Construction), Singrauli-Katni Project, Central Railway, Katni (M.P.), have changed my name and shall hereafter be known as GOVINDAN NALINA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

G. NALINAKSHAN (Sd. in existing name)

- I, hitherto known as HARGOVANBHAI VANKUR son of Shri REVABHAI, employed as Clerk in C.T.O., Ahmedabad, residing at C.T.O., Ahmedabad, have changed my name and shall hereafter be known as HARGOVANBHAI REVABHAI BALOLKAR.
- It is certified that I have complied with other legal requirements in this connection.

H. R. VANKUR (Sd. in existing name)

I, hitherto known as V. KRISHNA MURTY son of Shri V. S. NARAYANA MURTY, employed as Stenographer in the Indian Bureau of Mines (Government of India), Nagpur, and residing at Chhoti Dhantoli, Nagpur, have changed my name and shall hereafter be known as V. RAMAKRISHNA.

It is certified that I have complied with other legal requirements in this connection.

V. KRISHNA MURTY (Sd. in existing name)

I, hitherto known as MANGHAR RAM son of Shri LALJI, employed as Roller-Driver in Mech. & Workshop Division, residing at R. K. Puram, Sector V,

Quarter No. 131, have changed my name and shall hereafter be known as MANGAL RAM.

It is certified that I have complied with other legal requirements in this connection.

MANGHAR RAM (Sd. in existing name)

1, hitherto known as MAYA RAM ROKHRIYAL, son of Late J. D. POKHRIYAL, employed as Telephone Operator in A.E. Phones (Traffic), J/Bagh Exchange, residing at C-II 80, Lodi Colony, New Delhi-3, have changed my name and shall hereafter be known as MANOJ POKHRIYAL,

It is certified that I have complied with other legal requirements in this connection.

M. POKHRIYAL

I, hitherto known as MAHBIR SINGH (JC. 7291 NB. SUB.) son of Dr. P. SINGH, employed as Pln. Commander in No. 336 DSC Platoon, residing at No. 336 DSC Platoon, Cheeta Camp Nad, Trombay, Bombay-73, have changed my name and shall hereafter be known as MAHABIR SINGH.

It is certified that I have complied with other legal requirements in this connection.

MAHBIR SINGH (N. Sub, JC-7291) (Sd. in existing name)

I, hitherto known as NINGAPPA MARIAPPA MOCHI son of Shri MARIAPPA BHIMAYA MOCHI, employed as Engine Driver 'C' in Loco Foreman's Office, South Central Rly., Dhond (Dist. Poona), residing at Rly. Quarter No. RBI.345/A, Dhond (Dist. Poona), have changed my name and shall hereafter be known as NINGAPPA MARIAPPA KAMLAPURKAR.

It is certified that I have complied with other legal requirements in this connection.

NINGAPPA MARÍAPPA MOCHI (Sd. in existing name)

I, hitherto known as WAMAN son of Shri GANA-PAT MUNGASE, employed as Labourer in Ammunition Factory, Kirkee, Poona-3, residing at Kelgaona-Post Alandi Devachi, Tl. Khed, Dist. Poona, have changed my name and shall hereafter be known as DAMU.

It is certified that I have complied with other legal requirements in this connection.

L.T.I. of WAMAN GANAPAT MUNGASE

I, hitherto known as K. P. CHOURI son of Shri KUNNATH PETER, employed as Sepoy in Custom House, Cochin-3, residing at XIII/119, Pattalam, Cochin-1, have changed my name and shall hereafter be known as K. P. XAVIER, Custom House, Cochin-3.

It is certified that I have complied with other legal requirements in this connection.

K. P. CHOURI (Sd. in existing name)

I, hitherto known as VASHNO CHANDER son of Shri DINA NATH SHARMA, employed as Telegraphist in Central Telegraph Office, New Delhi, residing at 38, Ramnagar Extension, Delhi-31, have changed my name and shall hereafter be known as VASHNO CHANDER SHARMA.

It is certified that I have complied with other legal requirements in this connection.

VASHNO CHANDER (Sd. in existing name)

I, hitherto known as ROHITASH KUMAR son of Shri DAYA RAM, employed as Surveyor Gde. I in No. 64 (A.H.S.) Party Survey of India, Department, have changed my name and shall hereafter be known as ROHITASH KUNWAR.

It is certified that I have complied with other legal requirements in this connection.

ROHITASH KUMAR (Sd. in existing name)

FORM No. 151

(See rule 315)
COMPANIES ACT, 1956

Creditors Voluntary Winding-up

Notice of appointment of Liquidator pursuant to Section 516

Name of Company: TULI FINANCIERS (P) LTD

Nature of business: Finance.

Address of Registered Office: 48, South Patel Nagar New Delhi-8.

Name and Address of Liquidator: Shri I. K. Chopra, 52-H-IV, Lajpat Nagar, New Delhi.

Date of appointment: 3-2-1968. By whom appointed: Creditors.

I. K. CHOPRA
Liquidator

Dated 5-2-68.

COMPANIES ACT, 1956

Members' Voluntary Winding-Up Notice of appointment of Liquidator (Pursuant to Section 516)

Name of Company: Link Electro Mechanical Works (P) Ltd., Sahibabad (U.P.).

Nature of Business: Manufacturing.

Address of Registered Office: G. T. Road, Sahibabad (Tehsil Ghaziabad, Distt., Mcerut).

Name and Address of Liquidator: S. Charan Singh, 62, Ring Road, Lajpat Nagar-III, New Delhi.

Date of Appointment: 29-1-1968.

By whom appointed: Company in General Meeting.

CHARAN SINGH Liquidator

IN THE COURT OF SUB-JUDGE, SAMASTIPUR

Misc. Case No. 34 of 1966

Jaswant Kumar Choudhary and others....Opp. Party
Notice to firm Tannu Lal Sardarimal, Cap and Cloth
Merchant, Daribakalan, Chandni Chowk, Delhi.

It is hereby informed that above-named applicant has filed the above miscellaneous case under section 47 C.P.C. read with order 21 rule 50 C.P.C. in this court in which firm Tannulal Sardarimal, Cap and Cloth Merchant, Daribakalan, Chandni Chowk, Delhi, is opposite 2nd party.

If any one of the Op. 2nd party has to say any thing, in the case, he should appear in person or through Lawyer on 27-3-1968 the next date fixed in the case, the the case will be heard ex-parte against the opp. 2nd party.

RABINDRA KUMAR GHOSH Sub-Judg:, Samastipur (Bihar)

CREDITORS VOLUNTARY WINDING-UP

In the meeting of the Creditors of M/s. Tuli Financiers (P) Ltd., held on 3-2-68 at its Registered Office, 48, South Patel Nagar, New Delhi-8, the following resolution was passed:—

"Resolved that the Co., M/s. Tuli Financiers (P) Ltd., be wound up as Creditors Voluntary Winding-Up and Shri I. K. Chopra, Accounts Consultant, 52-H-IV, Lajpat Nagar, New Delhi, be and is hereby appointed Creditors Voluntary Liquidator of the Co. for the winding up of the affairs of the Co. Further resolved that Shri I. K. Chopra, be paid a monthly remuneration of Rs. 200/- besides the necessary ex-

penses to be incurred by him in connection with the winding up the affairs of the Co."

for TULI FINANCIERS (P) LTD., (Sd.) KRISHAN KUMAR Director

Dated 5-2-'68.

In the matter of Companies Act, 1956
And

Link Electro Mechanical Works (P) Ltd., Sahibabad (In Liquidation)

At an extra-ordinary General Meeting of the above named Company duly held at the Registered Office of the Company at Sahibabad on *Monday* the 29th day of *January*, 1968 the following resolution was duly passed as a special resolution viz.

"Resolved unanimously that the Company be wound up voluntarily."

And at the same extra-ordinary General Meeting Shri Charan Singh of 62, Ring Road, Lajpat Nagar-III, New Delhi-14, was appointed liquidator for the purpose of winding up the affairs of the Company on a remuneration of Rs. 200/- plus all the incidental expenses incurred by him for the purpose of such winding-up.

CHARAN SINGH Director

Sahibabad 30th January, '68.